



**Sarah Renshaw**

[sarah.renshaw@xtra.co.nz](mailto:sarah.renshaw@xtra.co.nz)

**Auckland City Athletics**

GROUP NO. - #**60622**

Dear Sarah,

Thank you for selecting the Millennium Manuel's Taupo / Oasis as an accommodation provider for your group's planned stay on 27/09/2024 -29/09/2024.

Please be assured that we will do all that's possible to assist you in ensuring the efficiency of plans throughout your group's stay.

Please carefully read through the following agreement and ensure all confirmed details are correct. I would greatly appreciate your signed copy of this agreement when we have confirmed all aspects of your stay.

Should you have any queries in relation to the contract please do not hesitate to contact me.

Kind Regards

*Sarah Moon*

Sarah Moon

**Conference and Sales Manager**

**DDI 07-376-1693**

**Email Conference@manuel.co.nz**

The following methods of payment are available for Group bookings –

**Credit Card:**

Please be advised that the following will apply to any credit card payments:

- To accept credit card payments, we require credit card CCV numbers (security codes)
- We accept all major credit cards (Excluding Diners)
- All credit card payments will incur a 2.0% surcharge
- Company or personal credit cards require an emailed letter of authorisation.

**Direct Deposit** into our bank account –

**Account details**

Bank:	ANZ Bank
Account Name:	Lyne Enterprises Trading as Millennium Manuel's Resort & Oasis Beach Resort Taupo
BSB #	ASBBN22A
Account #	12 3110 0005391 00
Reference #	<b>#60622</b>



## ACCOMMODATION

Room Category			Bedding Configurations	Max Pax per room	Rate Per Night
Lockwood House	1	OLW	1 x Queen Bed, 4 x Single Beds	5	500.00
Two-bedroom Lakeview	7	OLT	1 x Queen bed 2 x single beds	3	350.00
Two-bedroom Courtyard	6	OCT	1 x Queen bed 2 x single beds	3	320.00
One bedroom Courtyard	4	OCD	1 x Queen bed	1	280.00
Lakefront Studio	1	OLH	1 x Queen bed	1	300.00
Courtyard Studio	1	OCH	1 x Queen bed	1	250.00

\*\* Two Bedroom units do have Sofa beds available.  
Unless they are happy sharing queen beds.

The above rates are per room per night, based on single, twin share or double occupancy. Accommodation prices are inclusive of 15% Goods & Services Tax (GST).

## ESTIMATED EXPENDITURE

Estimated Costs – Based on 50 pax.	
Private Meeting room hire	\$500.00
Catering Cost	50 x \$65.00pp Buffet dinner Saturday = \$3250.00
Accommodation Room Cost	\$13,080
<b>Total Cost</b>	<b>\$16,830.00</b>

## BREAKFAST

Buffet breakfast inc.

Please also refer to the Conference and Event General Terms and Conditions attached to this letter.

AGREEMENT made on this 13th day of May 2024

## BETWEEN

LYNE ENTERPRISES LTD

trading as MILLENNIUM MANUELS - OASIS RESORT TAUPO

AND

of Auckland City Athletics Club (ACA) ('You'/'the Client')



## BACKGROUND:

- (A) **Millennium Hotel & Resort Manuels and Oasis Beach Resort** is in the business of providing Conference, Banquet and Accommodation facilities and services at its Hotels.
- (B) The Client wishes to engage **Millennium Hotel & Resort Manuels and Oasis Beach Resort** to provide certain of these facilities and services to it as part of an event/conference or meeting organised by it.
- (C) The parties now wish to record the terms and conditions of their agreement for the provision of such facilities.

## IT IS AGREED THAT:

### 1. CONFIRMATION

Please confirm your reservation and acceptance of these terms and conditions by signing this contract and returning it to **Sarah Moon, Conference & Sales Manager by 1 month prior to function**. In order to meet demand from other clients for **Millennium Hotel & Resort Manuels and Oasis Beach Resort** should we not receive the signed contract by the above date we may elect to treat your booking as terminated by you and we reserve all our rights to allocate the venue to another client at our sole discretion without any liability to you.

### 2. DEPOSIT

You are required to provide us with a deposit to confirm this event with the hotel.

- (a) For your booking, we will require a non refundable deposit of **\$1000.00**.
- (b) A second deposit of **\$5732.00** will be required by June 10<sup>th</sup>, 2024.
- (c) A third deposit of **\$6732.00** will be required by August 10<sup>th</sup>, 2024.
- (d) A final deposit of **\$3366.00** will be required by September 10<sup>th</sup>, 2024. This equates to the remainder of the estimated total costs.
- (e) The Deposit payments are non-refundable.

### DEPOSIT SCHEDULE

First	\$1000.00	<i>Signing of contract</i>	First Deposit - 10% of Expected Event Costs
Second	\$5732.00	<i>10/06/2024</i>	Second Deposit - 30% of Expected Event Costs
Third	\$6732.00	<i>10/08/2024</i>	Third Deposit - 40% of Expected Event Costs
Final	\$3366.00	<i>10/09/2024</i>	Final Deposit - 10% of Expected Event Costs
<b>Summary</b>	<b>\$16,830.00</b>		



### 3. FINAL PAYMENT

- (a) For all events, final payment shall be due on check-out/departure of the Hotel. Payment(s) shall be made by credit card or bank cheque unless credit facilities have been approved by the Credit Manager of **Millennium Hotel & Resort Manuels and Oasis Beach Resort** in writing in advance of the event. If the final accounts are paid by credit card on departure, a credit card fee of 2% of the total amount will apply. If the final accounts are paid after departure on invoice by credit card, the full merchant card fee will be applied to the total amount.

You acknowledge and agree that **Simon Yarrow** on behalf of **Auckland City Athletes** **does not** hold approved billing with Hospitality Services Ltd. All accounts shall be paid on departure unless charge back facilities are set up with **Millennium Hotel & Resort Manuels and Oasis Beach Resort**.

A credit application form has been sent if requested to set up charge-back facilities. Please note it can take up to a minimum of fourteen (14) working days to process credit approvals.

**Accommodation Bookings by Event Organisers:** If booking via an individual booking form or by rooming list, guest name, check-in, checkout and special requirements must be supplied. If an additional credit card is not presented at check-in, you will be responsible for all incidental charges not paid by guests upon departure.

**Accommodation Check in Policy:** a valid credit card must accompany all reservations. This will be requested on check in to guarantee incidentals should a guest not have a credit card a cash bond of **NZ\$100.00 per day** along with 100% of their accommodation must be paid on check in along with proof of identity e.g. Passport, Driver's License. The hotel reserves the right to refuse accommodation where the cash bond or valid identification is not provided.

**Accommodation Payment:** The individual delegates/participants shall settle accommodation charges directly with the Hotel unless otherwise stated on the group rooming list supplied by the event organiser.

Guest credit card details will not be supplied on the group rooming list but these will be made available to the Hotel by the event organiser should the guest cancel their booking inside the cancellation period or "no show".

- (b) Any commission applicable is calculated on the GST exclusive amount.

### 4. FINAL NUMBER OF ATTENDEES / EVENT SLIPPAGE

- (a) You must advise us of the final numbers of guests/delegates/invitees that are attending the event no later than **14 days out**. This confirmation must be provided to us in writing by 10.00am on this day. This final number will constitute the minimum charge / minimum contracted number.
- (b) A variance of plus or minus 20% on minimum contracted numbers is allowed. Should there be a variance in excess of 20%, reductions in attendance will incur a cancellation fee (calculated on that percentage over 20%) of 50% of anticipated food and beverage lost.
- (c) Millennium Hotel & Resort Manuels and Oasis Beach Resort will use best endeavours to accommodate an increase in the Number of Attendees that are requested by you where possible but any additional expenses incurred by the hotel, due to ordering additional supplies for the event, may be on-charged to the client. Guest numbers must not, for any event, exceed the maximum capacity of the hired space / hotel.
- (d) Should a final number not be received, the minimum number of attendees as indicated on the event contract will be taken as final numbers.



## 5. CANCELLATIONS/AMENDMENTS

### 5.1 ACCOMMODATION

Amendments may be made (and, where applicable, cancellation charges may be incurred) in accordance with the following:

- (a) One hundred and twenty (120) days before the Hotel Arrival Date – 50% of the total Room Nights stated above may be cancelled without penalty.
- (b) Ninety (90) days before the Hotel Arrival Date – 35% of the total Room Nights remaining in current block may be cancelled without penalty.
- (c) Sixty (60) days before the Hotel Arrival Date – 25% of the total Room Nights remaining in current block may be cancelled without penalty.
- (d) Thirty (30) days before the Hotel Arrival Date – 10% of the total Room Nights remaining in current block may be cancelled without penalty.
- (e) Within thirty (30) days before Hotel Arrival Date – Any Room Night Cancelled or subject to a 'No-Show' will incur a cancellation fee equal to the total number of room nights cancelled at the accommodation rate quoted and confirmed for the relevant room type cancelled.
- (f) Any Room Night cancelled not in line with the cut-off dates stated in sub-clauses (a), (b), (c) and (d) above, or rooms subject to a 'No-Show' will incur a cancellation fee equal to the total number of Room Nights cancelled at the accommodation rate quoted and confirmed for the relevant room type.
- (g) You must provide to the Hotel written updated on guestroom status (i.e. number of guests and room types required) at one hundred and twenty (120), ninety (90), sixty (60) and thirty (30) days before arrival. Failure to do so may result in your booking(s) being cancelled.

### 5.2 FOOD AND BEVERAGE EVENTS

- (a) Should you need to cancel your event, whether in whole or in part, you shall advise us in writing as soon as possible.
- (b) If an event is confirmed and then subsequently changes dates, it shall be treated as a cancellation.
- (c) You agree to start and finish the event at the scheduled times agreed upon herein. In the event that the event goes beyond the agreed finishing time, the hotel reserves the right to charge for any additional costs incurred and you agree to pay these additional costs.
- (d) Should you cancel your food and beverage event whether in whole or in part, less than three (3) months prior to the event, a 50% cancellation charge will apply for loss of revenue as per the event summary outlined on **pages 1-2**.
- (e) Should you cancel your food and beverage event whether in whole or in part, less than thirty (30) days prior to the date of the event, full cancellation charges will apply for loss of revenue as per the event summary outlined on **pages 1-2**.

## 6. RELOCATION

In the event that the Hotel is unable to provide rooms or facilities as per your booking(s) whether this is within or beyond the Hotel's control for whatever reason, the Hotel will make reasonable endeavours to provide an alternative room or facilities at the closest possible alternative location, and the Hotel will advise you as soon as practicable of any such alternative arrangements.

## 7. PRICING POLICY



- (a) The quoted rates include New Zealand Goods and Services Tax (GST) unless stated otherwise. The GST rate is presently 15% on all goods and services.
- (b) We will use best endeavours to maintain our quoted prices at all times. However, all prices quoted are based on our current costs and may be subject to change to meet increases (such as, but not limited to increases in supply, labour and/or utility costs, taxes and surcharges imposed by law, and foreign exchange fluctuations) as and when they arise. We reserve our rights to amend all of our quoted prices and will advise you of such amendments in writing as soon as practicable. You agree to accept any revised charges that we submit to you in accordance with this clause.
- (c) Subject to clause (b) above, prices quoted for your event are valid until the date of your event.
- (d) Any commission applicable is calculated on the GST exclusive amount.

## 8. FOOD & BEVERAGES

- (a) **Millennium Hotel & Resort Manuels and Oasis Beach Resort** will not allow externally supplied food and/ or beverage of any kind onto the premises for consumption or any purpose unless prior arrangements have been made with **Millennium Hotel & Resort Manuels and Oasis Beach Resort**.
- (b) **Millennium Hotel & Resort Manuels and Oasis Beach Resort** will not allow food and/or beverage of any kind to be taken off the premises for consumption or any purpose unless prior arrangement have been made with **Millennium Hotel & Resort Manuels and Oasis Beach Resort** Management.
- (c) Liquor in excess of the amount agreed will not be supplied at the function/event unless a written authorisation is signed by the client or its/your duly authorized representative present at the function/ event.
- (d) Notwithstanding the above, **Millennium Hotel & Resort Manuels and Oasis Beach Resort** reserves the right at its sole discretion to discontinue the supply of liquor at any time, pursuant to the Sale and supply of Alcohol Act 2012.

## 9. HOTEL DAMAGES/INSURANCE

- (a) You agree and acknowledge that you shall be financially and legally responsible for any damage to our premises or equipment during the event. Such responsibility/liability extends to you, your guests and invitees, outside contractors or any other persons attending the event, whether in the room reserved or in any area or part of the hotel, prior to, during or after the event.
- (b) You shall not affix anything in any way, (whether it be nailed, screwed, stapled or otherwise adhered) to any wall, door or other surface or part of our Hotel/premises/building unless we have given you prior approval to do so. Suitable floor protection shall be used if any damage to the floor is a possibility. Signage other than of a directional nature is not permitted in the Hotel's public areas unless we have given you prior approval for such signage.
- (c) For all exhibitions and stage set-ups produced by or involving outside contractors, your detailed written plans and power requirements must be approved by our Chief Engineer at least fourteen (14) days prior to the event. You must provide all such plans and requirements by no later than thirty (30) days prior to the event and ensure that such issues as power supply, ventilation, egress in terms of fire, sound volumes etc. are addressed in such plans and requirements and meet the venue specifications. Whilst we will endeavour to meet your requirements, we do reserve the absolute right at our discretion to refuse to allow any stage and venue set ups which we believe will create a risk to or inconvenience other Hotel/venue clients.
- (d) While we will use best endeavours to take care of your property during the event, you agree that we shall not incur any liability or responsibility for injury to any person or damage to or loss of any property or any goods or merchandise left in the Hotel prior to, during or after the event however such injury, damage or loss arises. Should goods arrive at the hotel more than 7 days prior to your event the hotel reserves the right to charge (and you agree to accept) storage fees.



- (e) You shall ensure that your property is removed from the Hotel after the completion of the event. Any property, merchandise and/or goods left in the Hotel without prior arrangements having been made will be deemed to have been discarded or abandoned by you and will be removed by us. You agree that any expense we incur relating to any such items being removed or disposed of will be on-charged to and payable by you.
- (f) Should you wish your equipment or property to be insured, you are solely responsible for and shall arrange sufficient insurance cover at your expense prior to the commencement of the event. You shall also arrange for your own public/personal liability insurance cover and security, as required and, upon request, provide evidence of the currency of such insurance cover to us and/or the Hotel.
- (g) Notwithstanding the above, you are responsible for your event being conducted in an orderly manner and in full compliance with all applicable laws and Hotel/venue policy at all times.
- (h) If we believe that an event will adversely affect the smooth running of our business, our security or reputation, we reserve the absolute right to cancel the event without incurring any liability at any time either before the date of the event or during it.
- (i) In the unlikely event that you or your guest(s) or invitee(s) becomes objectionable or causes a disturbance or a nuisance such that it interferes with other guests or the operation of our business or that of the Hotel during the event, we reserve the absolute right to have that person/persons removed from the event or our Hotel premises without incurring liability at any time during the event.

#### 10. FORCE MAJEURE

Should any circumstances beyond the Hotel's reasonable control (including, but not limited to, Acts of God, war, unsafe condition, government regulations or intervention, natural disaster, civil disorder, terrorism, disease, epidemic, quarantine, extreme weather conditions, curtailment of transportation facilities, labour slowdowns or unrest (including strikes, slowdowns or unrest by Hotel employees or contractors) occur creating significant risk to the health or safety of participants to the Event or making it illegal or impossible to (i) provide, use, or travel to or from the Hotel facilities, or (ii) hold the Event, and, despite reasonable endeavours to make alternative arrangements, or where alternative arrangements cannot be made or agreed, then the Hotel may terminate this agreement without liability by written notice and Hotel will refund to Client all deposits or other monies previously paid with regard to the terminated agreement.

#### 11. WARRANTY AND LIABILITY

- (a) Where the Client is acquiring services from **Millennium Hotel & Resort Manuels and Oasis Beach Resort** for the purposes of a business (as defined by the Consumer Guarantees Act 1993) the Consumer Guarantees Act will not apply to the provision of those services by **Millennium Hotel & Resort Manuels and Oasis Beach Resort**.
- (b) **Millennium Hotel & Resort Manuels and Oasis Beach Resort** shall not be liable to the Client under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any loss of profits, loss of sales, loss of turnover, loss of or damage to business, loss of or damage to reputation, loss of contracts, loss of data, loss of customers, or any indirect, special or consequential loss or damage, and for the purposes of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.
- (c) **Millennium Hotel & Resort Manuels and Oasis Beach Resort** total liability arising from or in connection with this agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to the amount paid or payable by the Client under this agreement for the relevant function/event.

#### 12. AGENCY

- (a) Where the Organiser is not you / the Client, the Organiser warrants that it has the authority to enter into this Agreement on behalf of the Client.

#### 13. ASSIGNMENT

- (a) You shall not assign any rights under this Agreement without the written consent of **Millennium Hotel & Resort Manuels and Oasis Beach Resort**.



**14. DISPUTE RESOLUTION AND APPLICABLE LAW**

- (a) This Agreement is made in New Zealand and its construction, validity and performance is determined under New Zealand law.
- (b) If a provision of this Agreement is illegal or unenforceable, then, if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed and in any other case, the whole provision is severed, and, except where the basic nature of this Agreement is altered, or, as altered, is contrary to public policy, the remainder of this Agreement continues to have full force and effect.
- (c) The parties will use all reasonable endeavours to resolve any dispute arising from this Agreement by consultation. If any dispute arising out of or in connection with this Agreement cannot be resolved by consultation within 30 days then the parties shall, within a further 7 days, refer the dispute to the Resolution Institute for mediation.
- (d) Unless agreed otherwise, both parties will continue to perform their obligations in accordance with the Agreement, notwithstanding the dispute.

**15. ENTIRE AGREEMENT**

- (a) The terms and conditions set out in this Agreement including the Schedules hereto contain the entire Agreement as concluded between the parties.

**16. COMPLIANCE WITH STATUTES AND REGULATIONS**

- (a) The Client shall observe all relevant statement, regulations, ordinances and by-laws relating to their activity.

**17. VARIATION**

- (a) Any variation, amendment or modification of these terms and conditions shall only be binding where committed to in writing and executed by the parties.

**18. PANDEMIC CLAUSE**

- (a) Should the New Zealand Government give notice or a declaration under legislation such as (but not limited to) the Civil Defence Emergency Management Act 2002 or the Epidemic Preparedness Act 2006 and institutes an alert level or similar system in respect of same and the effect of the alert level or similar system means that the event cannot be held on the dates agreed herein, then the event may be cancelled without penalty on **seven (7) days' notice** by either party. All deposits which have been paid up until the date of cancellation will then be refunded to you within **ten (10) working days** of receipt and acknowledgement of the cancellation notice by us.

**SIGNED FOR AND ON BEHALF OF:**

**Millennium Hotel & Resort Manuels and Oasis Beach Resort**

**In the presence of:**

*Sarah Moon*

**Sarah Moon**

\_\_\_\_\_

**SIGNED FOR AND ON BEHALF OF:**

**In the presence of:**

On behalf of

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